

Civilian Personnel

**LOCAL NATIONAL EMPLOYEE CONDUCT, DISCIPLINE, COMPLAINTS,
GRIEVANCES, AND LABOR DISPUTES**

Summary. This change authorizes the Army and Air Force Exchange Service, Europe (AAFES-Eur); the USAREUR Civilian Support Agency (UCSA); and European Stars and Stripes, to deviate from the procedures in the basic regulation when required by administrative differences in their organizations. The change also adds the requirement to delegate written authority to take disciplinary actions and reduces HQ USAREUR/7A need for information on compromises at labor courts.

Impact on the Unit Manning System. This regulation does not affect the Unit Manning System.

Internal Control Systems. This regulation is not subject to the requirements of AR 11-2. It does not contain internal control provisions.

Forms. Only forms ending with the suffix "-R" may be reproduced locally on 8 1/2- by 11-inch paper through the servicing forms management office. Other forms will not be reproduced; they will be ordered by the unit or organization publications officer from the United States Army Printing and Publications Center, Europe, or as stated in the authorizing directive.

Suggested Improvements. The proponent of this regulation is the Office of the Deputy Chief of Staff, Personnel, HQ USAREUR/7A (AEAGA-CM, 370-8088/ 8436). Users may send comments and suggested improvements to this publication on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander in Chief, USAREUR, ATTN: AEAGA-CM, APO 09403-0101.

1. USAREUR Regulation 690-64, 18 September 1984, is changed as follows:

Page 2, paragraph 2a(1). In line 2, change "US Army civilian" to "U.S. Army and Stars and Stripes civilian."

Page 3, paragraph 2. Add subparagraph d:

d. The Army and Air Force Exchange Service, Europe (AAFES-Eur); the USAREUR Civilian Support Agency (UCSA); and European Stars and Stripes may deviate from procedures in this regulation when required by administrative differences in their organizations.

Page 4, paragraph 5a. Add the following:

Commanders also will:

- (1) Delegate in writing the authority to take personnel actions in paragraph 11 to either:
 - (a) Commanders or their designated representatives who also represent management in works council matters.
 - (b) Civilian personnel officers of servicing civilian personnel offices.
- (2) Ensure that employees are informed of the delegation of authority ((1) above).

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Page 4, paragraph 5c(1). Add the following:

Supervisors will:

- (a) Require employees to read the standards of conduct in appendix B.
- (b) Counsel employees on how to avoid actions that may appear to indicate a conflict of interests.

Page 6, paragraph 8b. Supersede subparagraph (4) as follows:

(4) Keep employees informed about applicable standards of conduct (app B) at least once a year. Supervisors also will counsel employees on how to avoid actions that may appear to indicate a conflict of interests.

Page 8, paragraph 10b. Supersede subparagraph (1) as follows:

(1) The employee has the right to reply in person or in writing within 10 calendar days from receipt of the letter. If the employee replies in person, the supervisor will prepare a memorandum for record (MFR) about the meeting. The MFR will be treated as though it were a reply in writing. The next line supervisor will analyze the written reply or MFR and notify the employee promptly in writing about the final decision. If the employee reply does not warrant withdrawal of the letter, the final decision letter to the employee must state why the admonishment remains firm. In this case the initial admonishment, the employee's reply or MFR, and the final decision letter to the employee will be filed in the employee's official personnel folder (OPF). If a reply from the employee has not been received, a note to this effect will be made on the OPF copy of the letter of admonishment.

Page 17, paragraph 32c. In line 3, change "Deutsche Mark (DM) 5,000" to "Deutsche Mark (DM) 10,000."

Page 19, DISTRIBUTION. The Distribution is changed as shown in the Distribution of this change.

Page 24, appendix B, paragraph 2a(11)(b). At the end of line 2, add the following:

"of medical evidence in writing for 1- or 2-day sick absences."

Page 26, appendix B, paragraph 2b. Add subparagraph (16):

(16) Avoiding the Appearance of a Conflict of Interests. Employees will not create, by any of their actions, the appearance of a conflict of interests.

(a) Employees will not engage in personal business or professional activity, or have or retain direct or indirect financial interests that could or would appear to indicate a conflict of interests. In the meaning of this paragraph the private interests of the employee's spouse, child, or other household member are treated as private interests of the employee.

(b) Employees must disqualify themselves from official duties and responsibilities that conflict with private affiliations or financial interests. If an employee is put in a conflict of interests situation by the supervisor, the disqualification procedures in USAREUR Regulation 690-60, paragraphs 17d and e, and USAREUR Regulation 690-60-G, paragraph 3-6, apply. The procedures will be applied with the help of the works council.

(c) Employees will not release U.S. Forces procurement information or make unauthorized statements or commitments regarding U.S. Forces contracts.

(d) Employees will not release to anyone knowledge of awarded or proposed procurements or purchases by U.S. Forces activity.

(e) Employees will not make commitment or promise relating to the award of contracts. Employees will not make representation that could be understood as a commitment or promise.

(f) Employees will not advise business representatives that an attempt could be made to influence another person or U.S. Forces agency to give preferential treatment to their organization in the award of future contracts. If employees receive a request for preferential treatment, they will have their supervisor inform the requester by official letter that DA contracts are awarded only under established contracting procedures.

2. Post this change per DA Pamphlet 310-13.
3. File this change in front of the publication.

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**HEADQUARTERS
UNITED STATES ARMY, EUROPE, and SEVENTH ARMY
APO NEW YORK 09403**

**USAREUR Regulation
No. 690-64**

18 September 1984

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Supplementation of this regulation is prohibited without prior approval from the Commander in Chief, USAREUR, ATTN: AEAGA-CM, APO 09403.

The only interim changes to this publication that will be implemented are those having an expiration date and an Adjutant General, USAREUR, authentication.

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***This regulation supersedes USAREUR Regulation 690-64, 9 May 1973, and Change No. 3, 13 December 1977.**

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SECTION I-GENERAL

1. Purpose. This regulation:

- a. Prescribes the principles and procedures governing conduct, complaints, and grievances of local national (LN) employees in the Federal Republic in Germany (GE).
- b. States the procedural requirements of maintaining discipline, accomplishing corrective and disciplinary action, and processing employee complaints, grievances, and litigations.
- c. Implements the provisions of references 7g and h governing proceedings before German labor courts, social courts, and administrative courts at all levels arising from employment of LN personnel by the United States Forces.

2. Applicability. a. This regulation applies to:

- (1) US Forces activities in GE employing LN appropriated fund (AF) and nonappropriated fund (NAF) employees who were administered by U.S. Army and Stars and Stripes civilian personnel offices (CPO).
- (2) Civilian support groups (CSG) and civilian support centers (CSC) stationed in GE. For the purpose of this regulation, CSG and CSC personnel are LN employees.

(3) Army and Air Force Exchange Service, Europe (AAFES-Eur), activities in GE.

b. Special conditions existing in Berlin, where references 7g and h do not apply, are covered by section IV, paragraph 34.

c. USAREUR organizations outside GE will publish regulations establishing pertinent policy and procedures for their LN employees consistent with basic host government relationships, the nature of the employment system, and policy and objectives prescribed in sections II and III. Copies of these local regulations will be forwarded to the Commander in Chief, USAREUR, ATTN: AEAGA-CM, APO 09403.

d. The Army and Air Force Exchange Service, Europe (AAFES-Eur); the USAREUR Civilian Support Agency UCSA; and European Stars and Stripes may deviate from procedures in this regulation when required by administrative differences in their organizations.

3. Explanation of Terms. a. Activity. An employing organization as defined in USAREUR Regulations 690-1 and 690-60.

b. Activity Commander. The chief of an employing organization as defined in USAREUR Regulations 690-1 and 690-60.

c. Corrective Action. An oral admonishment or letter of admonishment (para 10).

d. Disciplinary Action. A separation with ordinary or extraordinary notice (para 11).

e. Complaint. Oral expression of dissatisfaction by employees with any aspect of their employment, working conditions, or work relationships that are outside their control.

f. Grievance. Written expression of dissatisfaction by employees over a matter that was not resolved to their satisfaction when brought to the attention of their supervisor or a matter they want to bring directly to the attention of higher management. An employee's written request for reconsideration of an adverse personnel action is also a grievance.

g. Adverse Personnel Action. Any management-initiated personnel action that adversely affects an employee's pay, conditions of employment, or continuity of employment.

4. Policy. a. Competent and decisive leadership, maintenance of constructive relations between works councils and management, and fair and equitable treatment of employees in every respect will achieve a high level of discipline and work morale among LN employees employed by the US Forces elements in Germany. Managers and supervisors will place emphasis on preventing situations that may require corrective and disciplinary actions. When these actions are appropriate, however, they should be taken promptly and effectively.

b. LN employees are guaranteed fair and impartial review of their complaints and grievances. Employees will be free from restraint, interference, coercion, discrimination, or reprisal in presenting complaints, grievances, and courts actions.

c. Compliance with German law, tariff agreements (USAREUR Pam 690-60), and other LN employment regulations, as well as fair treatment of employee complaints and grievances, will keep labor disputes to a minimum. Supervisors will not encourage employees to appeal any personnel decision to a labor court. Whenever possible, employee court appeals found to be justified before the opening or in the course of legal proceedings will be settled by court compromise or out-of-court settlement.

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5. Responsibilities. a. Commanders who are delegated authority for civilian personnel administration (USAREUR Reg 690-1) will ensure proper application of policy and principles prescribed in this regulation and will exercise staff supervision over the administration of court cases involving LN employees of their commands.

b. The following commanders will provide operational supervision for processing labor disputes as specified below. Commanders will establish coordination procedures for court cases between the appropriate authorities of the German Defense Costs Administration and their commands.

(1) The Commanders, V Corps, VII Corps, 21st Support Command, Seventh Army Training Command, and 26th Support Group will provide operational supervision for all court cases involving LN employees serviced by US Army CPO (app A, para 4a).

(2) The Commander, USAREUR Civilian Support Agency (UCSA), will provide operational supervision for all actions involving employees of CSG and CSC. In these cases, the reference to CPO in appendix A, paragraph 4a, will be interpreted to mean the CSG and CSC responsible for administration of the employee or group of employees concerned.

(3) The Commander, AAFES-Eur, will provide operational supervision for all actions involving LN employees administered by AAFES-Eur personnel offices.

NOTE: When b(1) above applies and a court case involves employees of other than the commanders listed in that paragraph, the CPO handling the case will coordinate the action to be taken with the commander of the organization concerned. The CPO will furnish promptly to the commander concerned necessary information on a proposed compromise (app A, para 4) or information on an appeal from an adverse decision (app A, para 4c and d). The CPO also will furnish a recommendation as to whether the compromise should be accepted or an appeal should be filed.

c. Activity commanders and supervisors at all levels will:

(1) Republish standards of conduct for their areas of responsibility. Appendix B furnishes LN employee standards of conduct that apply during their employment. Supervisors will remind employees of the standards of conduct at least once a year.

(2) Maintain the best possible working environment to promote efficiency, productivity, and morale of their employees.

(3) Keep employees informed of applicable rules, regulations, job requirements, and performance standards.

(4) Analyze thoroughly personnel problems and reasons for resignations to determine causes and initiate action to eliminate causes, as far as possible, by management.

(5) When dissatisfied with employee conduct or attitudes, guide and counsel employees with individual interviews or group discussions. This will reduce the need for formal corrective or disciplinary action.

(6) Take or propose corrective or disciplinary action, as necessary.

(7) Determine underlying causes of complaints, grievances, and court appeals. Activity commanders and supervisors also will establish the best possible working environment to promote the efficiency, productivity, and morale of their employees.

(8) Make every possible effort to resolve internally all complaints, grievances, and conditions that could result in employee dissatisfaction.

(9) Encourage employees to use the procedures established in this regulation to settle complaints or grievances internally instead of initiating a labor court suit. Complaints and grievances will be processed and adjudicated with the least possible delay so that internal procedures will have maximum effectiveness in the resolution of employee dissatisfaction.

(10) Refrain from encouraging or supporting employees' appeals to a labor court or prejudicing the official position of the United States Forces in defending the case. Statements before a court as a witness will be relevant, factual, and precise. Material needed by the German authorities in defending a case will be prepared with accuracy and due consideration of facts.

d. Civilian personnel officers will:

(1) Ensure that management and works councils receive this regulation and employees are granted access to this regulation for information.

(2) Furnish a copy of appendix B, Standards of Conduct, to new employees and have them sign a receipt on AE Form 1055A-R (Guide for LN Personnel Employment Orientation, Part I--General Employment Conditions). Provide assistance and advice to management in the development of reasonable internal standards of conduct and controls required beyond the standards of conduct in appendix B. Those additional standards will be subject to cooperation procedure with the appropriate works council.

(3) Help management analyze the motives for infractions.

(4) Provide guidance to management on and ensure control of individual corrective measures and disciplinary actions.

(5) Conduct pertinent training for supervisors at all levels and clarify policy on corrective and disciplinary actions.

(6) Bring all complaints and grievances that cannot be resolved at the local level and that involve USAREUR civilian personnel policy, regulations, procedures, or tariff provisions to the attention of the Commander in Chief, ATTN:AEAGA-CH, APO 09403, through channels.

(7) Make themselves personally familiar with each case for which court proceedings have been initiated. Civilian personnel officers will determine, with the responsible personnel technicians who are most knowledgeable in the functional area involved, one of the following:

(a) Whether or not a case may be settled out of court on or after the conciliatory hearing at the latest.

(b) Whether or not a court decision is in the best interest of the command.

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6. Forms. Nonreproducible forms mentioned in this regulation, with the exception of GE Ministry Finance Form 1-79, are available from United States Army Printing and Publications Center, Europe, through the unit or organization publications account officer. The prescribing directive for reproducible form AE Form 1055A-R is USAREUR Regulation 690-70.

7. References. a. USAREUR Regulation 690-60, Employment of Local National Personnel in Germany, paragraphs 8 and 15 through 20.

b. USAREUR Regulation 690-61, Local National (LN) Works Councils.

c. USAREUR Regulation 690-67, German Labor Laws.

d. USAREUR Regulation 690-69, Local National Employment Policy in the Federal Republic of Germany--Tariff Implementation and Overtariff Conditions.

e. USAREUR Regulation 690-71, Performance Appraisal for Local National Employees.

f. Collective Tariff Agreement (CTA) II (USAREUR Pam 690-60), articles 4, 7, 26, 28, 29, 32, 33, 43, 44, 45, and 47.

g. Supplementary Agreement to NATO Status of Forces Agreement (SA NATO SOFA), article 44 and article 56, paragraph 8.

h. Protocol of Signature, paragraph 9, which further implements Supplementary Agreement to the NATO Status of Forces Agreement, article 56, paragraph 9.

SECTION II--EMPLOYEE CONDUCT

8. General Principles. a. Good attitude and work morale are the essence of effective teamwork. Supervisors, at all levels, are responsible for maintaining satisfactory relations with employees and among employees. As much as possible, supervisors must attempt to influence employees through proper guidance, instruction, and good example to abide by established standards of conduct (app B), rules, and regulations. Supervisors will analyze infractions of established rules and deviations from established standards of conduct to determine the basis or contributing factors in order to eliminate these infractions.

b. Specifically, supervisors will:

(1) Provide positive leadership and set a good example for the employees under their supervision. Supervisors also will instill a sense of belonging and responsibility in their employees.

(2) Conduct their operation so that proper respect is shown for the dignity of their subordinates.

(3) Treat all employees under their supervision in a fair and equitable manner.

(4) Keep employees informed about standards of conduct.

(5) Communicate with employees on all matters important for them as far as work assignments and conditions are concerned. Supervisors will comply with USAREUR Regulation 690-71 requirements and conduct frequent informal performance appraisal discussions based on standards known to have been fully understood by the employee.

(6) Create a favorable management climate in which conduct and behavior problems are not likely to occur.

(7) Assign duties to subordinates so that available skills are fully and effectively used.

(8) Take timely action to correct problem situations and counsel offending employees to maintain good order and morale among other employees.

(9) Determine the effectiveness of corrective actions taken.

c. Violations of rules, regulations, or standards of conduct governing individual employment situations will be subject to corrective and disciplinary actions prescribed in paragraphs 10 and 11. Information in appendix C will help supervisors determine the type of action that is appropriate for a specific offense. Although appendix C may not cover all situations, it will help to ensure that like actions are taken for like offenses.

9. Investigation of Infractions. a. Before initiating a corrective or disciplinary action, the immediate supervisor will thoroughly and objectively investigate alleged violations or offenses. The investigation should include a discussion with the employee concerned to obtain his or her explanation. Supervisors will consider possible extenuating circumstances, past conduct, and duty performance, and whether or not the employee was provoked into the action of violation or misconduct. It should be also established whether the employee knew or could reasonably be expected to know what standard of conduct did apply.

b. If applicable, the case should be presented to the next line supervisor for review and verification of the facts. On determination of the employee's fault, one of the actions prescribed in paragraphs 10 and 11 will be initiated.

c. For absence without leave (AWOL), the immediate supervisor will determine the reason for the employee's absence not later than the 3d workday after the last day of duty. If contact cannot be established after the supervisor's investigation, action prescribed in paragraph 11b(2) will be initiated. If supervisors wish to defer the issue of an extraordinary notice of separation because of exceptional circumstances, their ultimate 2-week time limit for taking action starts on the return of the employee to work.

d. When abuse of sick absence privileges has been established, the immediate supervisor will initiate corrective or disciplinary action depending on the seriousness of the infraction (app C).

10. Corrective Actions. Corrective actions are formal reminders that inform employees of their failure to meet certain obligations of their individual employment contract and of the possible consequences that may result from a repetition of specific infractions. The objective of a corrective action is to correct, not to punish or penalize. Actions taken should have a constructive effect and should be for the purpose of correcting offending employees and problem situations, and maintaining good order and morale among the workforce. To be effective, corrective actions must be timely because the results diminish as time elapses between the offense and the corrective action. The following two corrective actions are not subject to works council cooperation procedure:

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a. Oral Admonishment. This action will be appropriate for minor infractions of established standards of conduct and derelictions in duty performance. The immediate supervisor will privately discuss the offense or violation with the employee and make sure the employee understands the seriousness and possible consequences of failure to improve or repetition of infractions. A summary of the interview will be recorded on AE Form 3359 (Employment Record) for a period of 6 months. After expiration of the 6-month period, the entry on AE Form 3359 will be deleted and the employee notified accordingly. After the entry is deleted, no reference will be made to the incident.

b. Letter of Admonishment. This action will be appropriate for a major infraction of the employment contract which represents a violation of the established standards of conduct (Verstoesse gegen vertraglich bedingte Nebenpflichten), repeated minor infractions of the same or a different nature, or serious deficiencies in the performance of assigned duties (Stoerungen im Leistungsbereich). The immediate or higher level supervisor may issue a letter of admonishment with prior GPO coordination to the employee. The letter will include a brief and precise description of the infraction in sufficient detail to enable the employee to understand fully the offense or violation of a contractual duty or obligation. Specifics such as time, date, place, and events will be included. If applicable, references will be made to previously upheld admonishments, prior offenses, or violations of a similar nature, and a statement that future offenses or lack of improvement may result in termination of the employment contract. The vague statement that "in the future, a more serious disciplinary action will be taken" will be avoided. The letter will be designated as an "Admonishment" (German: "Abmahnung"). The English word "warning" (German: "Warnung", "Verweis", or "Verwarnung") will not be used.

(1) The employee has the right to reply in person or in writing within 10 calendar days from receipt of the letter. If the employee replies in person, the supervisor will prepare a memorandum for the record about the meeting. The memorandum will be treated as though it were a reply in writing. The next line supervisor will analyze the written reply or memorandum. If the employee reply does not warrant withdrawal of the letter, the reply will be filed in the employee's official personnel folder and the employee notified accordingly. The fact that no reply has been received will be noted on the personnel folder copy of the letter of admonishment.

(2) The issuance of a letter of admonishment will be noted on AE Form 3359 for 2 years and a copy of the letter will be retained in the employee's official personnel folder for the same period. After 2 years, the letter and any related documents will be destroyed and references on the AE Form 3359 will be deleted. The letter will not be referred to in support of other corrective or disciplinary actions once it has been destroyed. Appendix D is a sample letter of admonishment. Paragraphs 3 and 4 and the format of this sample letter are mandatory.

11. Disciplinary Actions. a. Disciplinary action will be initiated when:

(1) The offense is of such a serious nature that continued employment would adversely affect the discipline, efficiency, and morale of the employees of the activity.

(2) Efforts to correct repeated disciplinary violations have failed to produce the desired results and the problem cannot be resolved by assigning the employee to another position.

(3) Performance under the contract for a continued period of time is unsatisfactory despite special supervisor efforts to assist the employee in improving the performance.

b. Disciplinary action may consist of separation with ordinary notice granting the employee the prescribed notice period (para 12) or separation with extraordinary notice (i.e., dismissing the employee immediately) as warranted by the facts and circumstances of the individual case. Paragraph 15 describes works council participation in separation actions.

(1) Separation With Ordinary Notice. Ordinary notice may not be given arbitrarily. If the employee concerned has been employed by the activity for at least 6 months, the employer must prove that the notice of separation is socially justified (i.e., the employer must provide evidence that certain legitimate reasons exist for the notice of separation). Such reasons may result from personal reasons or the conduct of the employee or from urgent operational requirements that weigh against continuation of the employment. Before giving notice of separation to an employee who has been employed for at least 6 months, employers must determine whether the employee could be employed in another position within the same activity or with another activity at the same location. As a rule, ordinary notice of separation for personal reasons or personal misconduct is permissible only if, the employee has already received a letter of admonishment concerning unsatisfactory performance or misconduct. If notice of separation is given due to urgent operational requirements and not all employees in similar positions are separated, the selection of employees to be separated must be made under social criteria in accordance with USAREUR Regulation 690-84. If ordinary notice of separation is served, and retention of the employee in his or her current position is not feasible, the employee may be temporarily detailed to another position in the same or a different activity at the same locality to perform a type of work that can be reasonably expected of him or her. Appendix E is a sample ordinary notice letter.

(2) Separation With Extraordinary Notice.

(a) This action is the strongest disciplinary measure. Separation with extraordinary notice will be applied only when an important reason (German Civil Code, section 626) exists and retention of the employee for the duration of an ordinary notice period cannot reasonably be expected of the employer when weighing the just interests of both parties to the contract. These important reasons may include:

1. Producing false or falsified documents on appointment.
2. Persistently refusing to comply with orders given in the line of duty.
3. Committing acts of violence.
4. Dereliction of guard duties.
5. Being found guilty of theft, embezzlement, or fraud (CTA II (USAREUR Pam 690-60), art 45).

(b) Separation with extraordinary notice must be effected within 2 weeks from the time the underlying facts are fully established and known to the management representative designated to effect adverse personnel actions (Kuendigungsbechtigtter). Instead of the appropriate management representative, a person in a similar position who has the duty and authority to investigate and report the incident and to recommend an appropriate personnel action for decision by the management representative may be notified. The day on which knowledge is obtained is not included. If the employee is interviewed in connection with the determination of facts (e.g., for the suspected commission of an offense), the period does not, as a rule, begin to run before the employee has been heard. Arrangements for a hearing, must be made without delay after knowledge of the incident has been obtained. Appendix F is a sample extraordinary notice letter.

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(3) Bar Letters. Commanders should not issue bar letters to LN employees except as a consequence of an offense for which an employee can be immediately dismissed. The commander will inform the works council immediately on issuance of a bar letter. The offense would have to be serious enough to:

(a) Warrant initiation of a termination of employment with extraordinary notice (i.e., instant dismissal) in the opinion of management and the civilian personnel officer. The term "management" includes any tenant commander concerned.

(b) Require withdrawal of the gate pass to prevent loss or damage of US property or other criminal or disruptive employee activities on US Forces premises.

12. Notice of Separation. Notice of separation and the reasons for termination of employment will be given in writing if notice is given after expiration of a probationary period. Notices of separation will be signed by the management representative designated to effect adverse personnel actions. If special circumstances warrant it (e.g., to meet the 2-week time limit), an extraordinary notice may be given orally but will be confirmed in writing without delay. Ordinary notices will require conformance with notice requirements prescribed in CTA II, article 44. Appendix G prescribes the principles governing the preparation of notice letters of separation. In accordance with a recent GE Constitutional Court ruling, wage earners will be credited all service periods completed after age 25, for purpose of extended notice, the same as for salaried employees. CTA II, article 44, paragraph 1b, will be revised accordingly. The length of the notice period in CTA II, article 44, will not be extended.

13. Procedures. a. Supervisors will obtain coordination from the servicing CPO on all letters of admonishment and notices of separation before they are delivered to the employees. This is necessary to ensure compliance with legal and regulatory requirements. The CPO should use the control sheet in appendix H as a guide for every separation action. This guide highlights a number of required actions to be considered when preparing or accomplishing any separation action. CPO coordination will be noted on the official personnel folder copy of the letter of admonishment or notice of separation. Works council participation in the action will be noted on the personnel folder copy of a notice of separation. These annotated copies of notices of separation, AE Form 24-56 (Request for Personnel Action--(German)), and letters of admonishment and other documentation pertaining to the actions will be transmitted to the CPQ for inclusion in the employees' official personnel folder.

b. Letters of admonishment and notices of separation will be prepared in English and German. If the action affects a third country national, the supervisor will ensure that the employee clearly understands the content of such a letter or notice in order not to jeopardize the validity of the action.

c. Letters of admonishment and notices of separation should be served personally to the employee who will be required to acknowledge receipt on the record copy by date and name. If the employee refuses to acknowledge receipt of the letter, the supervisor will make an appropriate annotation on the record copy, and enter the date and manner in which the letter of admonishment or notice of separation was delivered. If the employee is absent from work and cannot be reached at home, a notice is considered properly served if delivered to a member of the employee's household or deposited in the employee's mailbox at the official home address. The issue or delivery of notice letters should be made in the presence of a witness. In the event the notice of separation is deposited in the mailbox, it is deemed to have been received only at the time when the mailbox would normally be emptied. For example, a notice deposited on a nonworkday or during the evening hours of a workday would be deemed to have been received only after normal mail delivery of the following workday. When the employee and all members of the employee's household are absent on vacation, the notice would be deemed to have been received after normal mail delivery following their return from vacation.

14. Internal Appeals and Court Action. a. Letters of admonishment and notices of separation may be appealed under this regulation, section III.

b. Employees also have the right to challenge adverse personnel actions by filing an appeal with a German labor court. Correct, just, and careful handling of corrective and disciplinary problems is required to prevent unfavorable court decisions that would reflect adversely on the image and reputation of the US Forces as an employer.

15. Works Council Participation. a. The German Personnel Representation Law, as applied to the US Forces (USAREUR Reg 690-61, app B), gives the works council the legal right and obligation to participate in:

- (1) Planned management actions concerning maintenance of good order within the employing organization.
- (2) The conduct of employees.
- (3) The initiation of personnel actions as far as allowed by USAREUR Regulation 690-61, appendix B.

(a) Commanders will inform the works council under the cooperation procedure (USAREUR Reg 690-61, anx B, art 72) of the proposed establishment and modification of any internal employing organization's rules regulating the conduct of employees beyond the scope of standards of conduct listed in this regulation, appendix B.

(b) Commanders will inform the works council under the cooperation procedure of a proposed ordinary notice of separation.

(c) Commanders will inform the works council under the hearing procedure (USAREUR Reg 690-61, anx B, art 79(3)) of a proposed extraordinary notice of separation. As a precautionary measure, commanders will simultaneously request the works council's concurrence under the cooperation procedure (USAREUR Reg 690-61, app B, art 72) for separation with ordinary notice. By submitting both extraordinary and ordinary notice at the same time a separation with ordinary notice will be legally valid if during German court proceedings the extraordinary notice is converted into ordinary notice (app F). If the works council objects to the ordinary notice for reasons not considered valid by management, extraordinary notice will be issued to meet the 2-week time limit for extraordinary notices (para 11b (2)(b)).

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(d) Proposed terminations of employment during the probationary period for salaried employees and wage earners are subject to the cooperation procedure and hearing procedure, respectively.

b. The works council will be provided detailed and complete written information about the planned termination action. This information will include the reasons on which the action is based, a summary of the underlying facts, a listing of previous admonishments (if appropriate), and the proposed effective date of termination.

c. Notices of termination of employment issued without observation of the works council participation rights are legally invalid. Under the cooperation procedure, the works council will respond to the proposed action within 7 workdays. If the council does not react within this time limit or if the council concurs in the action, management may issue the notice letter. If the council objects to the termination, management must suspend the action pending completion of the cooperation procedure. Under the hearing procedure (USAREUR Reg 690-61), the council will inform management in writing within 3 workdays if it has any objections by stating the reasons. Management still may proceed with the action if the management does not consider the objections valid. In the case of a separation with extraordinary notice the hearing procedure must be completed within the 2-week time limit.

SECTION III--EMPLOYEE COMPLAINTS AND GRIEVANCES

16. Time Limit and Other Restrictions. a. Generally, employees should present their complaint or grievance as soon as they become aware of the conditions for the action prompting dissatisfaction. Although a complaint or grievance may be presented at any time, requests for reconsideration of adverse personnel actions must be filed by employees not later than 10 calendar days following receipt of written notice. An extension may be granted if extenuating circumstances exist. The fact that employees file or intend to file a grievance will not be used to delay administrative action.

b. Management may grant employees the use of a reasonable amount of official time for preparing a grievance (e.g., organizing materials, writing, typing the grievance).

17. Presentation of a Complaint. Employees should first present their complaints orally to their immediate supervisor. Employees should state the case in detail and indicate what they want done to solve the problem. The supervisor will give the employees full opportunity to discuss their complaints, make statements, and produce any available evidence. If the matter cannot be resolved, the immediate supervisor will arrange for a meeting between employees and the next higher supervisor. If, because of the nature of the complaint, the employees have not presented their case to the immediate supervisors (i.e., employees felt it would be prejudicial to their best interests), the employees may take the matter directly to the next higher supervisor or the management official next in line to the activity commander. The immediate and next higher supervisors will make their decisions impartially and within 3 workdays.

18. Filing a Grievance. a. When a solution proposed by or through the efforts of the next higher supervisor is not acceptable to employees, they may present their problems in writing to the activity commander for final decision. Non-US military community activity employees are to refer to tenant commanders representing their activity commander in the meaning of this regulation.

b. Employees who request reconsideration of an adverse personnel action will initially present their requests as written grievances to the management official who took and signed the adverse action. The concerned management official will forward to the activity commander for decision the employees' request, with the management official's comments and recommendations.

c. On receipt of a grievance, the activity commander will immediately initiate necessary action to obtain all facts, furnish a decision, and notify the employee in writing of the decision and the reasons for it within 10 calendar days. Before deciding, activity commanders will ensure that the employees' point of view has received full and objective consideration and that such consideration has resulted in an equitable decision. Activity commanders will coordinate their replies to the employees with the servicing CPO. When the decision is favorable to the employee, the specific action to be taken will be established in the reply. The activity commander's decision will be final.

19. Investigation of a Grievance. When appropriate, activity commanders will designate a member of their staff, other than the employees' immediate supervisor, as grievance examiner to conduct necessary investigations to develop the facts of the case. When considered appropriate, the investigation may include an informal hearing with employees, their representatives (para 21), if any, and the management representatives concerned.

20. Legal Advice. Activity commanders will ensure the judge advocate is consulted in all cases of complex questions of fact or law in connection with employees' grievances. When appropriate, the grievance examiners should seek legal advice from the judge advocate in preparing their recommendation.

21. Employee Representation. Employees are free to select anyone, other than a member of their servicing CPO, to represent and assist them in the presentation of their complaint or grievance. This person may be a coworker, a member of the employees' works council, youth representation, or representation of temporary employees, severely handicapped employees, or a labor union representative.

22. Participation of Works Council or Other Legal Representation. a. If employees elect to present their complaints to the works council, the works council is expected to work for redress of the complaints through negotiations with employees' supervisors and activity commanders, or by consultation with the CPO.

b. Recommendations of the works council must be given full consideration at all levels of management, as required by USAREUR Regulation 690-61, appendix B. If employees are juveniles, temporary employees, or severely handicapped and elect to present their complaints to the respective representative, the same principle applies. If complaints presented to the works council or other legal representations are obviously unfounded, legal representatives are expected to inform employees accordingly.

23. CPO Assistance. a. On the request of the activity commander, the servicing CPO will designate a member of CPO staff to act as adviser to the supervisors or grievance examiner on civilian personnel policy, regulations, procedures, or tariff provisions involved in a complaint or grievance.

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b. On request of employees, the CPO will furnish them or their representative full information regarding pertinent laws and regulations and the rights, privileges, and obligations of supervisors and employees. If necessary, a representative of the servicing CPO will assist employees in identifying the issue or issues and corrective or remedial action or actions sought.

c. The CPO will provide counseling service to employees on regulatory, tariff, and legal matters as they pertain to complaints or inquiries as long as the employee has not referred to the supervisor, works council, or other legal representatives.

24. Grievance Versus Labor Court Claim. If employees file a grievance and simultaneously file a claim with a labor court on the same issue or issues, their grievance will not be processed. For their grievance to be processed, employees must withdraw their labor court claim or agree to a suspension of the court proceedings pending decision on their grievance.

25. Information From Records. a. Employees have a right to review their official personnel folder. On request, supervisors will furnish employees information from official records that has a bearing on their complaint or grievance as appropriate. In addition, employees will be provided full access to and, when feasible, extracts from or copies of relevant regulations and official directives.

b. Members of the works council designated by the employee also have the right to review the employee's official personnel folder.

26. Remedial Action. When a decision is made in favor of an employee, the supervisor or activity commander will take appropriate remedial action as promptly as possible.

27. Exclusions. Excluded from consideration under this regulation are those complaints and grievances which arise from:

a. Position classification actions (USAREUR Suppl 1 to AR 600-500, chap 501).

b. Actions taken in the interest of security of the US Forces or for medical reasons by order or request of officially recognized medical authorities (USAREUR Reg 690-70).

c. US Army regulations, provisions of CTA II, and other applicable tariff agreements (excl their incorrect application).

d. Expirations of temporary appointments and resignations.

e. Nonselection from a proper referral list.

f. The publication of vacancy announcements and qualification requirements under the Merit Promotion and Placement System (USAREUR Reg 690-85).

g. CPO evaluation, ranking, and referral of candidates under the system indicated in f above and in USAREUR Regulation 690-70.

h. Critical job requirements and the content of written performance standards established by responsible rating officials in application of the provisions of USAREUR Regulation 690-71.

- i. A directed temporary assignment (i.e., detail) of less than 30 days and reasonably related to the major duties reflected in the employee's job description.
- j. Consideration of application for temporary employment following mandatory retirement.
- k. Nonreceipt of an award.
- l. Nonadoption of a suggestion.

SECTION IV--LABOR DISPUTES

28. General Principles. a. The references in paragraphs 7g and h establish the jurisdiction of German courts over labor disputes involving LN employees of the US Forces. In any litigation, except court conclusions on labor relations issues (Beschlussverfahren) (b below), a GE agency will act as the nominal defendant or plaintiff for the US Forces. No US Forces agency, member of the US Forces, or member of the US Forces civilian component will act as litigant in court actions instituted by or against LN personnel. Complaints (i.e., claims) (Klageschriften) or other court notifications that are erroneously directed to or served on a US Forces agency, member of the US Forces, or a member of the civilian component will be immediately forwarded to the Commander in Chief, USAREUR, ATTN: AEAJA-IA-FL, APO 09403 (USAREUR Reg 27-2). Subpoenas for members of the US Forces or members of the civilian component as witnesses must be served through the Office of the Judge Advocate, HQ USAREUR/7A, ATTN: Civil Process Branch, Postfach 104323, 6900 Heidelberg.

b. To meet the requirements of the reference in paragraph 7h, the Commander in Chief, USAREUR, has requested that GE agencies act in the name of the US Forces or of the civilian component in labor court proceedings arising in connection with the German Personnel Representation Law (Beschlussverfahren) (USAREUR Reg 690-61, annex B). As a result of this request, GE agencies will represent the US Forces or the civilian component as participant (i.e., petitioner or respondent) in these proceedings.

c. The US Army authorities concerned will comply with final court decisions and valid compromises (Vergleiche).

29. Cooperation With German Authorities. a. The US Embassy (on behalf of the US Forces) and the Federal Ministry of Finance (FMF) (on behalf of GE) have concluded an administrative agreement concerning cooperation between the German authorities and the authorities of the US Forces and the US Forces civilian component in the settlement of disputes (app A).

b. The US Embassy and FMF agreed to observe the principles outlined in appendix I.

c. The FMF has delegated the authority for representation of GE in proceedings before labor courts and social courts at all levels to the state (Land) ministries of finance. The state ministries of finance have subdelegated this authority to the various intermediate levels of the Defense Costs Administration (i.e., Oberfinanzdirektionen, Regierungspraesidien, Bezirksregierungen).

d. In coordination with the employing agency, the servicing CPO will prepare a detailed statement providing information on the personnel action that is the subject of the complaint (Klage). This statement must contain, as a minimum, the following information:

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(1) Name and age of plaintiff.

(2) Data concerning the nature and duration of employment.

(3) A detailed description of incidents, causes, and background material giving rise to the personnel action. Each case must have documentation that verifies the asserted facts (e.g., copies of files, statements of witnesses). Members of the US Forces or the civilian component named as witnesses must be identified as follows: name, rank, social security number (SSN), unit or employing agency, and sent "Zu laden-ueber" (i.e., to be served through): Office of the Judge Advocate, HQ USAREUR/7A, ATTN:AEAJA-IA-I, Postfach 104323, 6900 Heidelberg.

(4) Information concerning works council participation (incl the works council's position (Stellungnahme) on the proposed personnel action).

(5) Citations of applicable USAREUR and Army regulations.

(6) Events preceding the personnel action (e.g., admonishments issued during the last 2 years, closing date of inquiries, service of notice of termination).

30. Judicial Administration. Labor court jurisdiction extends to disputes arising out of employment contracts, tariff agreements, and personnel representation. Social courts have jurisdiction over disputes concerning social insurance questions. In both branches of jurisprudence (i.e., labor and social), there are courts at the local level and courts of appeal at state (Landesebene) and Federal (Bundesebene) level.

31. Coordination With Local Staff Judge Advocates or the Office of the Judge Advocate, HQ USAREUR/7A. The commanders in paragraph 5b will request assistance from the local staff judge advocate in cases involving complex questions of law. If the local staff judge advocate is not equipped to assist on these questions, assistance will be requested from the Office of the Judge Advocate, HQ USAREUR/7A, ATTN: AEAJA-IA-FL, APO 09403. A copy of the plaint and a statement of the proposed defense and position (md the evidence supporting this position) will accompany the request for assistance.

32. Information Requirements. The CPO in whose service area a court case arises will:

a. Furnish the Commander in Chief, USAREUR, ATTN: AEAGA-CM, APO 09403, the following material, immediately on receipt:

(1) Two copies of each plaint (Klage) or, for personnel representation disputes, petition (Antrag bei Personalvertretungsstreitigkeiten) filed with a labor court or social court.

(2) One copy of briefs (Schriftsaetze) submitted to the court by either party in proceedings at local courts or appeals (Berufung, Beschwerde, Revision) to state court (Landesebene) or Federal court (Bundesebene).

(3) One copy of court notifications about hearings.

(4) Two copies of each court decision (Urteil) or compromise (Vergleich) reached at local and higher level courts.

(5) Brief notification on withdrawal of a case or settlement out of court and 1 copy of such withdrawal or settlement.

b. Provide 1 copy of the material listed in a above to the local staff judge advocate when the local staff judge advocate is requested to help in a particular case (para 31).

c. Contact the Commander in Chief, USAREUR (AEAGA-CM) (tel: HDG Mil (2121-)7033/8088), by telephone when a compromise is proposed that involves payments above Deutsche Mark (DM) 5,000 to a plaintiff. The Commander in Chief, USAREUR (AEAGA-CM), must give approval before the case is settled. Activities not serviced by CPO are exempt from this provision.

d. Refer to the Commander in Chief, USAREUR, ATTN:AEAGA-CM, APO09403, matters that require settlement with the FMF under appendix A, paragraph 2 or 4d. There will be no contacts between US Army elements and the FMF on labor litigation other than through the Commander in Chief, USAREUR (AEAGA-CM).

33. Costs Of Litigation. a. The servicing Office of Defense Costs (ODC) will bill the appropriate US Forces agency for costs of litigation chargeable to the United States in accordance with appendix A, paragraph 8 or 9.

(1) Bills for appropriated funds will be submitted to the finance and accounting officer concerned on GE Ministry of Finance Form 1-70 (Recapitulation of Payrolls and Certifications) with supporting documents. Payment will be effected by processing an SF 1034 (Public Voucher for Purchases and Services Other Than Personal). These costs are chargeable to the appropriation applicable to the payroll on which the employees involved are or were carried. Fiscal year funds current at the time of conclusion of the court action will be cited. Costs so incurred will be considered as contractual services and recorded in the cost detail account of the activity involved. These costs will not be included, however, in the Manpower Utilization and Requirements Report, Requirements Control Symbol CSFOR-78.

(2) Bills for nonappropriated funds (except AAFES-Eur) and supporting documents will be forwarded to the custodian of the NAF activity on whose payroll the employees involved are or were carried. The custodian will transmit the amount charged on the bill of the ODC and obtain a receipt of payment. If the NAF activity to which the costs would be chargeable was dissolved pending court proceedings, the bill will be forwarded to the Commander in Chief, USAREUR, ATTN: AEAGA-R, APO 09403.

(3) AAFES-Eur, will effect payment of costs of litigation according to governing agreement.

b. The appropriate authority for the approval of special costs (app A, para 9) will be the commander of the USAREUR major or separate major command or assigned unit or activity (USAREUR Reg 10-5) concerned and other commanders who are delegated authority for civilian personnel administration (USAREUR Reg 690-1). An example of such costs would be the employment of an attorney at local court level.

34. Labor Disputes in Berlin. a. German labor court jurisdiction over disputes arising from LN employment in Berlin is established in letter, BK/0 (80)13, Allied Kommandatura Berlin, 30 December 1980, subject: Civilian Personnel Employed With the Allied Authorities and Forces in Berlin, paragraphs 3e(i) and (ii) and 8. The Land Berlin will act as the nominal defendant or plaintiff for the US Forces.

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b. The Commander, United States Army, Berlin, will be responsible for the administration of labor disputes involving LN employees of the command, and cooperation with the appropriate authorities of Land Berlin in legal proceedings. In performing this function, he will observe the provisions of this regulation, paragraphs 5c, 27, and 31.

35. Separation of LN Employees With Indemnity Payment. a. Under German labor law (Law of Protection From Termination of Employment - Kündigungsschutzgesetz) an employee who is given notice of termination of employment may contest this notice in the labor court. As a rule, such a plaintiff must be filed with the labor court not later than 3 weeks after receipt of the notice. If the court decides that the notice is not justified and, therefore, does not terminate the employment contract, the employer must either continue the employment or request the court to cancel the employment contract and rule that the employer pay an indemnity. A request to cancel the employment contract must be filed with the court before the end of the last oral hearing of the court of appeals. The court may grant the request if continued employment is unacceptable for the employee under the circumstances or if a fruitful employment relationship that serves the purposes of the agency cannot be expected. In each case, the brief of the US Forces should include the request that the court dissolve the employment relationship and establish the amount of a suitable indemnity pay if the court decides that notice of termination is not justified. If the employee was given an extraordinary notice, only the employee can request dissolution of the employment relationship in the event that the court should determine that the termination was invalid.

b. Supplementary Agreement to the NATO Status of Forces Agreement (SOFA), article 56, paragraph 2, gives the US Forces an exception to the legal restrictions in a above. This exception entitles the US Forces to refuse continuation of employment and pay an indemnity when a labor court rules that the extraordinary notice (ausserordentliche Kündigung) to terminate the employment is invalid. This exception to the German Labor Law applies, however, only if an employee's continued employment is prevented for security reasons. Necessary procedures to be followed in effecting such type of personnel action are listed in USAREUR Regulation 690-70, section VI. The authority to terminate employment by indemnity payment does not apply to members of works councils, youth representatives, and representatives of severely handicapped employees.

c. Commanders of USAREUR major and separate major commands and assigned units and commanders or chiefs of organizations that receive civilian personnel servicing from USAREUR CPO operating in GE will ensure that indemnity payment instead of continuation of employment for their LN employees (incl employees of CSG and AAFES-Eur) is made exclusively for security reasons.

d. If the employee files a labor court action against an extraordinary notice of termination for security reasons:

(1) The CPO immediately will inform by telephone the Commander in Chief, USAREUR (AXAGA-CE) (tel: HDG Nil (2121-7174/8624)). This information will be confirmed in writing within 1 week.

(2) The German defending authority will be asked to declare to the court that "continuation of employment is precluded by military interest particularly worthy of protection." The US Forces are not required to provide specific details of the case. If permissible, however, such details may be released to the court to increase management's prospects of winning the case on its merits.

(3) On receipt of information provided in (1) above, the Commander in Chief, USAREUR (AEAGA-CE), as the highest authority of a force, will submit a statement in writing to the labor court confirming the fact that continuation of employment is precluded by military interest particularly worthy of protection.

(4) Within 1 week after service of the court decision on the defending German authority, a copy of the court decision will be submitted to the Commander in Chief, USAREUR, ATTN:AEAGA-CE, APO09403.

(AEAGA-CM, HDG Mil (2121-)7033/8088)

FOR THE COMMANDER IN CHIEF:

OFFICIAL:



C. J. FIALA
Major General, GS
Chief of Staff

W. H. GOURLEY
Brigadier General, USA
Adjutant General

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CINCUSAREUR:

50-DCSPER (AEAGA-CM)

3-JA (1- AEAJA-IA-FL; 1-AEAJA-X; 1 - AEAJA-AL)

APPENDIX A--ADMINISTRATIVE AGREEMENT FOR SETTLEMENT OF LABOR DISPUTES

Administrative Agreement. Pursuant to Article 44 of the Supplementary Agreement to the NATO Status of Forces Agreement (SA NATO SOFA) concerning the cooperation between German authorities and the authorities of the US Forces and the civilian component in the settlement of labor disputes

1. This administrative agreement pertains to disputes:

a. Arising from contracts concluded by the German authorities for the account of the authorities of the US Forces or the civilian component (hereinafter referred to as the "Force"), including contracts entered into by the German authorities in accordance with the German-American Administrative Agreements concerning the execution of construction projects.

b. Arising out of work, personnel representation, or social insurance of civilian labor with the Force, except insofar as the settlement of disputes is controlled by the "Agreement concerning Performance of Payroll Office Functions for Personnel of the European Exchange System (EES)."

c. Referred to in subparagraph (c) of paragraph 1 of Article 62 of the Supplementary Agreement to the NATO Status of Forces Agreement, i.e., cases in which requisitioning procedures (Anforderungsverfahren) have been carried out on behalf of the Force under German procurement legislation, with the exception of the Restricted Areas Law and Land Procurement Law;

d. Arising from contracts for direct procurement of goods or services by the Force to the extent that they contain no provisions for the settlement thereof and, hence, will be adjudicated in accordance with the second sentence of Article 3 of the Agreement between the Federal Republic of Germany and the United States of America on the Settlement of Disputes Arising out of Direct Procurement of August 3, 1959.

2. The German authorities and the authorities of the Force shall at all times closely cooperate in order to settle such disputes.

In case of differences of opinion between the German authorities and the authorities of the Force which cannot be settled on the level of the subordinate agencies, agreement will be reached between Headquarters, United States Army, Europe, APO 09403, or Headquarters, United States Air Forces in Europe, APO 09633, and the competent highest German Federal authorities. This does not affect the regulation under No. 4d.

3. Whether or not court proceedings are involved, the German authorities shall terminate such disputes only in agreement with the authorities of the Force.

4. Where, as a result of such disputes, court proceedings have been instituted against the Federal Republic of Germany as the nominal defendant for the United States, the conduct of the litigation shall be as follows:

a. The competent authority of the Force (i.e., Headquarters, United States Army, Europe, APO 09403, or Headquarters, United States Air Forces in Europe, APO 09633, or any agency designated by these headquarters) shall be notified without delay of the lodging of a plaint or the serving of a payment order. In labor and social court cases, this notification shall be addressed to the Civilian Personnel Office of the military district or Air Force installation concerned. The competent authorities of the Force shall be consulted at all material stages of the proceedings. For this purpose, it shall be provided as soon as possible with copies of the documents essential for the litigation, especially the plaint (Klageschrift) or payment order, the reply thereto (Klageerwiderung), appeals (Rechtsmittelschriften), briefs in support of appeals (Rechtsmittelbegründungen), and replies thereto (Rechtsmittelerwiderungen), notification of litigation (Streitverkuendigungen), court decisions (gerichtliche Entscheidungen), protocols on the taking of evidence (Beweisaufnahmeprotokolle), proposals for compromise settlement (Vergleichsvorschlaege) and compromise settlements (Vergleiche).

APP A (cont)

b. When concluding a compromise settlement, the German authority shall reserve the right of revocation within an appropriate period and obtain the consent of the authority of the Force. The authority of the Force shall furnish the German authority its decision in due time to allow a declaration of revocation to the court within the revocation period.

c. If a decision is issued in favor of the opposing party, the German authority shall examine whether an appeal is admissible and has prospects of success. It shall inform the authority of the Force without delay of its opinion, forwarding a complete copy of the decision and stating the period for lodging an appeal.

d. The decision as to whether or not an appeal should be lodged shall be mutually agreed by the German authority and the authority of the Force. Failing agreement, the German authority shall lodge an appeal if the authority of the Force at the highest level confirms its essential interest in such action being taken. The authority of the Force shall not object to the lodging of an appeal if an authority of the Federal Republic at the highest level confirms its essential interest in such action being taken. The party insisting on the appeal being taken shall notify the other party, upon request, as to the reason for such appeal.

5. No. 4 applies, mutatis mutandis, with respect to court proceedings instituted by the Federal Republic with the understanding that the principles set forth in No. 4d shall also be applied to the filing of complaints.

6. Nos. 4 and 5 apply, mutatis mutandis, with respect to court proceedings for the decision of disputes arising out of the Personnel Representation Legislation (Beschlussverfahren) in which the Federal Republic takes part on behalf of the Force.

7. All rights or obligations established in favor of or against the Federal Republic by judgments, decisions, orders, or settlements (vollstreckbare Titel) in court proceedings arising from disputes referred to in No. 1 shall accrue to the United States or be met by them.

8. The United States will bear the expenditures, including attorney fees, incurred by the German authorities in connection with these lawsuits and in taking actions pertaining to the execution of judgments, decisions, orders, or settlements as a result of such lawsuits to the extent they constitute necessary costs of attainment of justice (Rechtsverfolgung und Rechtsverteidigung) (Section 91, German Code of Civil Procedure) and provided that their payment can neither be demanded from, nor be enforced against, the other party, and provided, in the latter case, that the bill for expenditures incurred is accompanied by a statement confirming that collection efforts made have failed.

APP A (cont)

9. Costs which do not constitute necessary costs of attainment of justice will be borne by the United States only if consent has been obtained from the appropriate authority of the Force prior to their accrual.

10. Where, solely as a result of an authority of the Federal Republic at the highest level having confirmed its essential interest in the lodging of a plaint or an appeal, the authority of the Force does not object to that action being taken and if the plaint or appeal gives rise to additional costs in the court proceedings, such additional costs shall be borne by the Federal Republic of Germany unless otherwise agreed in the case concerned.

11. The United States shall not be responsible for reimbursement of costs of litigation to the extent to which such costs are established to have been incurred as a result of deliberate intention or gross negligence in the conduct of the litigation by the employees acting for the Federal Republic of Germany in the litigation.

12. Amounts payable by the Federal Republic to the opposite party as a result of judgments, decisions, orders or settlements (vollstreckbare Titel) and costs of litigation which are reimbursable by the United States, will be requested by the German authorities from the appropriate authority of the Force not later than three months after the conclusion of court proceedings. The request shall be documented by attached vouchers. The competent authority of the Force will pay the amount requested within one month after receipt of the vouchers. In case of judgments, decisions, orders or settlements which are enforceable before they become final (vorläufig vollstreckbare Urteile) payment shall be requested and effected if the opposing party requests immediate payment and execution cannot be precluded otherwise. If in these cases a decision obligating the Federal Republic to effect payment is later reversed, the Federal Republic shall take all appropriate measures to obtain a refund of the amount paid; the amounts reimbursed shall be credited to the Force.

13. If the opposing party is obligated to make payments as a result of judgments, decisions, orders or settlements (vollstreckbare Titel) and does not pay voluntarily within an appropriate period, the German authority will seek execution of such judgments, 'decisions, orders or settlements. The amounts collected will be set off against those amounts reimbursable to the Federal Republic with regard to the same litigation, and/or remitted to the Force.

APPENDIX B--LOCAL NATIONAL EMPLOYEE STANDARDS OF CONDUCT

1. Legal Sources. Local national (LN) employees' standards of conduct stated in this appendix interpret the German law and certain Collective Tariff Agreement II (CTA II) provisions. LN employees are bound to observe those standards of conduct without having them specifically outlined in the written employment contract. The standards automatically apply on signing of the employment contract.

a. Primarily, the following sections of the German Civil Code apply:

(1) Section 242, Fulfillment of Agreed Terms (*Leistung*) in Conformance With the Principles of Loyalty and Good Faith (*Treu und Glauben*). The debtor (i.e., employee) is obligated to render services in such a manner as is required by the principles of loyalty and good faith, under consideration of commonly accepted usage.

(2) Section 611, Contract Obligations. By signing an employment or service contract, the party promising to render services is bound to render these services, and the other party is bound to grant the agreed remuneration.

(3) Section 241, Personal Liability and Obligation to Render Services. The creditor (i.e., employer) has a right to demand from the debtor (i.e., employee) that he or she render services in conformance with contractually agreed personal liabilities. This conformance may also include compliance with an order to desist from an action.

b. The following CTA II provisions specifically require some of the standards of conduct established in this appendix:

- (1) Article 4, paragraph 3c, Report of Changes to Entries in Personnel Questionnaire.
- (2) Article 7, Obligation to Maintain Secrecy.
- (3) Article 26 and 28, Obtain Prior Approval of Planned Absence.
- (4) Article 29, paragraph 3a, Information Requirements During Sick Absences.
- (5) Article 30, paragraph 4d, Wage Earner's Submission of Certificate on Approved Cure Leave.
- (6) Article 31, paragraphs 4b and c, Salaried Employee Submission of Certificates Concerning Cure Leave.
- (7) Article 32, Reporting Requirements in Case of Sick Absence Caused by a Third Party.
- (8) Article 33, paragraph 11, Prohibition of Gainful Work During Annual Leave.

c. Establishment of any internal standards of conduct not mentioned in this appendix (e.g., no smoking, restrictions on employee dress) is subject to the cooperation procedure in accordance with the Personnel Representation Law, paragraph 75(3), item 15.

2. Standard of Conduct. The standards are subdivided into obligations and prohibitions as follows:

APP B (cont)

a. Obligations. The following obligations apply to LN employees in the Federal Republic Germany (GE).

(1) **Punctuality.** Employees must promptly report to work in a condition that will permit full and effective duty performance.

(2) **Duty Performance.** Employees will perform duties to the best of their knowledge and ability. Employees will perform duties assigned conscientiously and in the most effective manner possible.

(3) **Obedience.** Employees will respect the administrative authority of those directing and controlling their work (e.g., comply with requests or instruction, observe governing laws and regulations).

(4) **Courtesy.** Employees will use courtesy and tact when dealing with coworkers, customers, and visitors.

(5) **Equal Opportunity.** Employees will scrupulously adhere to the US Forces principle of granting equal opportunity regardless of race, color, religion, sex, age, national origin, handicapped status, or marital status.

(6) **Care for United States Government Property.** Employees will use and maintain economically and correctly United States (US) Government property, equipment, and materials.

(7) **Safety Rules.** Employees will observe safety regulations and immediately report any job connected accident (incl accidents that occur on the way to or from work) to their supervisor.

(8) **Legal and Regulatory Compliance.** Employees will observe applicable laws, contract obligations, regulations, instructions, and standards of conduct.

(9) **Maintain Secrecy.** Employees will maintain secrecy on official matters not authorized for release. Employees will continue to maintain such secrecy after termination. Before or on the last day of employment, employees will return to their employing agency written material, drawings, graphs, and all notes taken on office or shop operations.

(10) **Approval of Absences.** Employees will obtain prior approval from their supervisor for any planned absence for personal or other justified reasons provided for in the Collective Tariff Agreement II. If the approval cannot be obtained in advance, it must be requested without delay.

(11) **Reporting Unfitness for Work.** If unfit for work, employees must:

(a) Call their supervisor immediately on commencement of office hours.

(b) Submit a certificate of unfitness to reach their supervisor no later than the 3d workday (Werktag) after the beginning of their unfitness unless their supervisor required earlier submission.

(c) Furnish follow-on certificates within 3 calendar days when unfitness exceeds the period stated in the preceding certificate.

NOTE: Saturdays count as workdays except when they fall on holidays. If no duties are required on Saturdays for the entire employing unit, the certificate may arrive on the next following workday.

APP B (cont)

(12) Security Rules. Employees will promptly comply with US Forces security rules and regulations. Before or on the last day of employment, employees will return their installation pass or any other issued credentials that permitted them to enter US Government premises.

(13) Off-The-Job Conduct. As far as possible, the employees will refrain from any action that could be injurious to the interests of the employer or their employing organization.

(14) Reporting Crimes and Violations. If employees are obligated to safeguard US property, they will report detected crimes or violations to their supervisor.

(15) Changes in Personal Status and Address. Employees immediately will report to their supervisor any changes in the personal status and address entries on their personnel questionnaires used for application.

b. Prohibitions. Although this portion of the standards of conduct does not separately specify criminal acts such as theft, fraud, customs violations, and embezzlement, it should be understood that management may take appropriate disciplinary action on any breach of the criminal law or customs. The following standard prohibitions (Unterlassungspflichten) refer to this appendix, paragraph 1a(3).

(1) Misuse of Government Facilities. Use of US Government facilities, property, and manpower for other than official purposes is prohibited. Employees will not, directly or indirectly use, or allow the use of, US Government property (incl property leased to the US Government) for other than officially approved purposes.

(2) Drugs and Intoxicants. Employees will scrupulously abstain from controlled' substances and intoxicants (e.g., alcohol) while on duty.

(3) Outside Employment. Employees will not engage in paid or unpaid outside employment or other outside activity that:

(a) Interferes with performance of their assigned duties or exceeds the legal 10 workhour limit per day for paid work.

(b) Is otherwise inconsistent with requirements of this appendix including the requirements to avoid actions that might create a conflict of interest.

(4) Misuse of Annual Leave. Employees will not perform any paid work during their annual leave that would be contrary to the purpose of leave.

(5) Misuse of Official Records. Employees will not remove official documents or records for personal reasons.

(6) Gambling. Employees will not participate in any gambling activity or game for money or property while on employer's premises.

(7) Fighting. Employees will not fight on duty. Employees will refrain from giving cause for a fight.

(8) Damage to Employer Image. Employees will refrain from performing actions that are detrimental to the US Forces or the employees' employing organization. Prohibited actions include the taking or recommending action known or believed to be in violation of applicable law, directives, instructions, or regulations.

APP B (cont)

(9) Political Activities. Employees will refrain from engaging in political or other activities specifically directed against the US Forces or the employing organization. These activities are inconsistent with the loyalty that must be expected of employees by their employer. Employees also will refrain from partisan political activities on any premise of the US Army installations while on duty. Canvassing for political parties, their objectives, or candidates is prohibited. Any political disputes with employees that may lead to friction or disturbances of the work force are prohibited.

(10) Solicitation. Employees will refrain from canvassing and soliciting on US Forces premises, unless such activities are authorized or officially sanctioned.

(11) Improper Use of Position and Work Hours. Employees will abstain from using their position, official time, and US Forces' facilities for personal gain. Employees will not take advantage of their responsibilities for the benefit of private commercial enterprises. This prohibition also extends to employees' use of official position to induce, coerce, or in any manner influence others (incl subordinates) to provide to themselves or others financial or other benefits. To eliminate the appearance of coercion, intimidation, or pressure from their rank, grade, or position, employees will not make personal commercial solicitations or sales during duty hours to employees of the US Army or subordinate US Forces personnel.

(12) Misuse of Inside Information. Employees will not engage in personal business, professional activities, or financial transactions that involve the direct or indirect use of inside information, (i.e., information entrusted to the employee by reason of their position and not generally available to the public) to obtain or further a private gain for themselves or others.

(13) Presents to Supervisors. Contributions for, or presents to supervisors are prohibited. An exception can be made for voluntary gifts or contributions of nominal value authorized for special occasions (e.g., marriage, transfer, illness, or retirement of the supervisors). When these contributions are made, no record will be made of who contributed or how much an individual contributed.

(14) Misuse of US Government Funds. Employees will not make or recommend unauthorized expenditures of US Government funds. Employees will avoid actions known or believed to be in violation of applicable law, directives, instructions, or regulations. In cases of doubt, employees should consult their supervisor.

(15) Employee Relations With Outsiders Causing Conflicts of Interest. Employees and their family members will not accept gratuities and benefits offered from outside sources that are engaged in any business with the US Government.

3. Standards of Appearance. The LN workforce consists of many nationalities and a variety of cultures whose dress and codes of grooming vary widely. To ensure that personnel engaged in customer or public contacts (incl guard duties) meet commonly acceptable standards of appearance in GE, the following standards of personal appearance will apply.

APP B (cont)

a. Customer Service and Public Relations Personnel. Customer service and public relations personnel include, but are not limited to, passenger vehicle drivers, household goods inspectors, preventive maintenance workers, commissary service personnel, hotel and catering service personnel, receptionists, recreation specialists, education advisors, teachers and civilian personnel technicians.

(1) These personnel are expected to maintain a neat appearance (i.e., dress in clean and neat clothing with appropriate concern for personal hygiene).

(2) Hair (incl facial hair) will be well-groomed. Moustaches and beards will be neatly trimmed and must not interfere with the performance of duty. Hair, moustaches, and beards will not be long enough to constitute a safety hazard.

b. Guard Personnel (LN and Civilian Support (CS)). The following special standards of appearance will apply in addition to those in 1a and b above.

(1) Personnel will wear their uniform work clothing in a clean and well-pressed condition. Shoes and boots will be polished. Required insignia will be worn. Unauthorized insignia or accoutrements will not be worn with or on uniform work clothing.

(2) Personnel performing guard duties on the same post will wear same uniform work clothing (incl headgear) unless the supervisor specifies otherwise.

(3) Shirts, jackets, and collars will be buttoned unless the supervisor specifies otherwise.

(4) Shirts will be tucked into the trousers unless specifically designed to be worn outside of the trousers.

(5) When boots above ankle height are worn, trousers will be tucked into the boots.

(6) If headgear is required, hair length or fullness must not interfere.

(7) Equipment (e.g., pistol belt, holster, arm band) will be clean. Leather, silver, or brass parts of uniform work clothing will be polished.

APPENDIX C--TABLE OF PROPOSED CORRECTIVE AND DISCIPLINARY ACTIONS

The list of offense and proposed actions in this appendix is to be considered only as a guide. Symbols used for proposed actions are: A = Oral Admonishment; B = Letter of Admonishment; C = Separation.

Offense	Range of Proposed Actions		
	1st Offense	2d Offense	3d Offense
1. Attendance.			
a. Unexcused tardiness.	A	A or B	B or C
b. Leaving work site without authority.	A or B	B or C	C
c. Absent without leave (AWOL).	A, B, or C	B or C	C
d. Willful late submission of sick certificate.	A or B	B or C	C
2. Attention to Duty.			
a. Loafing, willful idleness, or deliberate failure to work on tasks assigned.	A or B	A or B	B or C
b. Noncompliance with known security rules.	B	B or C	C
c. Violation of safety rules or administrative or special regulations when safety of people or property is not endangered.	A or B	A or B	B or C
d. Willful violation of safety rules or administrative or special regulations when safety of people or property is endangered.	B or C	C	
e. Reporting for duty or being on duty under the influence of intoxicants (e.g., alcohol) or drugs when safety of people or property is not endangered.	A or B	B or C	C
f. Reporting for duty or being on duty under influence of intoxicants or drugs when safety of people or property is endangered.	B or C	C	
3. Attitude and Conduct.			
a. Fighting or threatening bodily injury to another person.	A, B, or C	B or C	C
b. Disrespect, disobedience, or resistance to authority.	A or B	B or C	C
c. Abuse of provisions of the Collective Tariff Agreement II, paragraphs 29, 30, and 31.	B or C	C	
d. Sleeping on duty when safety of people or property is not endangered.	A	B	B or C

Offense	Range of Proposed Actions		
	1st Offense	2d Offense	3d Offense
e. Sleeping on duty when safety of people or property is endangered.	B	C	
f. Gambling for money or property on employer's premises.	A or B	B or C	C
g. Engaging in outside employment or activity that causes a conflict of the employer's interest with private interest.	A or B	B or C	C
h. Participation in wildcat strikes.	B	C	
4. Carelessness, Negligence, and Related Actions.			
a. Failure or excessive delay in carrying out work assignments or instructions of supervisor.	A or B	B or C	C
b. Carelessness or negligent workmanship resulting in work spoilage, waste of material, production delays, or damage to United States (US) Army property or equipment.	A or B	B or C	C
c. Misuse or unauthorized use of US Army equipment, supplies, property, or services.	A or B	B or C	C
d. Malicious damage to US Army property, tools, or equipment.	A, B, or C	B or C	C
e. Careless or thoughtless acts of discrimination or preferential treatment because of race, religion, sex, national origin, length of service, or elected membership in employee representation.	A	A or B	B
f. Deliberate or intentional acts of discrimination or preferential treatment.	A or B	B or C	C
g. Dereliction of guard duties (e.g., sleeping on guard duty, unauthorized firing of weapons).	B or C	C	
5. Falsification or Fraud.			
Falsification or fraud in connection with the obligations under the employment contract as well as with regard to legal and tariff provisions.	B or C	C	
6. Theft, Embezzlement, or Unauthorized Release of Information.			

Offense	Range of Proposed Actions		
	1st Offense	2d Offense	3d Offense
a. Actual or attempted theft or unauthorized possession of US Army property, tools, equipment, or personal property of other employees.	B or C	C	
b. Embezzlement of US Government funds.	B or C	C	
c. Unauthorized release of information concerning US Forces procurement contracts or intended purchase.	B or C	C	
d. Issue of any unauthorized statement, promise, or commitment to any person with respect to any US Forces contract award.	B or C	C	
7. Negligent Appearance.			
Noncompliance with standards of appearance (app B, para 3).	A or B	B or C	C

APPENDIX D--SAMPLE LETTER OF ADMONISHMENT

(Date)

SUBJECT: Letter of Admonishment

Name and Address
of Employee

Dear _____

On 15 June 1983, you were absent from work without leave for the full workday. Your statement that a malfunction of your private car left you without transportation is not an acceptable excuse. You should have been able to report for work by using available public transportation. Pay for these unworked hours will be deducted from your monthly earnings.

This is the second time you have been absent without leave within the past four weeks. On 20 May 1983, you left your place of work without permission at 1400 hours after an argument with one of your fellow-workers. At that time, you were orally admonished and reminded of existing rules and standards of conduct that govern your employment.

This letter is to inform you that any further repetition of violations of the type described above, or other disregard on your part for obligations resulting from your employment contract, may be cause for your separation from employment.

If you feel that this letter of admonishment is unwarranted, you have the right to reply to the undersigned in person or in writing within 10 calendar days from receipt. Careful consideration will be given your explanation of the facts and circumstances. If your explanation does not warrant withdrawal of this letter, a copy of this letter and your written statement, if appropriate, will be filed in your official personnel folder for a period of two years. If you do not reply, an annotation to that effect will be made on the copy of this letter that is filed in your official personnel folder.

Sincerely,

Signature of Immediate Supervisor

NOTE: If the employee replies in person, the supervisor will prepare a memorandum for the record about the meeting. This memorandum is to be treated as though it were a reply in writing.

**APPENDIX E--SAMPLE NOTICE LETTER--TERMINATION
OF EMPLOYMENT WITH ORDINARY NOTICE**

(Date)

SUBJECT: Termination of Employment Contract

Name and Address
of Employee

Dear _____

This letter is to inform you that your employment contract will be terminated with ordinary notice, effective (date). Your separation has become necessary for the following reasons: _____

Compliance with the requirement for works council cooperation on this separation has been accomplished.

For collection of your working papers on separation please contact the Office of Defense Costs at _____

Sincerely,

Chief of Employing Organization

NOTE: If the works council has raised objections to the termination of employment, the chief of the employing organization will furnish a copy of the works council objection together with the notice letter (USAREUR Reg 690-61, app B, art 79, para 1) to the employee.

**APPENDIX F--SAMPLE NOTICE LETTER--TERMINATION
OF EMPLOYMENT WITH EXTRAORDINARY NOTICE**

(Date)

SUBJECT: Termination of Employment Contract

Name and Address
of Employee

Dear _____

This letter is to inform you that your employment contract will be terminated with extraordinary notice effective (date).

Your separation has become necessary for the following important reasons: _____

Compliance with the requirement for works council hearing procedure on this separation has been accomplished. As a precautionary measure the requirements of the cooperation procedure have also been met.* For collection of your working papers on separation please contact the office of defense costs at _____

Sincerely,

Chief of Employing Organization

***NOTE:** This sentence will be included provided the works council has concurred in the separation under the cooperation procedure (also see basic reg, para 15a(3)).

APPENDIX G--PRINCIPLES TO BE OBSERVED WHEN ISSUING SEPARATION LETTERS

1. The notice letter is the legal separation document. AE Form 24-50 (Notification of LN Personnel Action (German)), which is issued after the letter, is only for administrative purposes.
2. The notice of separation is considered final when it is delivered to the employee. Changes or withdrawal of the notice requires mutual consent.
3. Notice letters must be clear, brief, and specific as to the date and reason or reasons for termination of employment. The letter should leave the employee in no doubt of the action taken. Simple language is essential.
4. Notice letters will not be conditional (i.e., hinge on some future action or determination).
5. Notice letters must be written to fit the individual action. A patterned or form letter will be avoided because it may not exactly fit the individual case.
6. Unnecessary justification and explanation of reasons that led to the separation should be avoided. Notice letters should not contain extracts of regulations or other information not immediately pertinent to the case.
7. Reference to previous admonishments will be limited to those cases which are relevant to and support the separation action (e.g., the action is based on a series of unexcused absences from work and corrective action has not been successful).
8. The German translation of a notice letter must be understandable and clear in form and intent. The German version is the legal basis for court review if the validity of a separation is subject to labor court adjudication.

APPENDIX H--GUIDE FOR THE PREPARATION AND CPO MONITORING OF A SEPARATION ACTION

1. Personal Data of Employee

- a. Last name _____
- b. First name _____
- c. Address _____
- d. Date of birth _____
- e. Date of employment _____
- f. Creditable periods of service _____
- g. Employing agency _____
- h. Supervisor _____

POC _____ Telephone _____

- | 2. | Ordinary notice | Extraordinary notice |
|----|--|--|
| | <p>1. The notice must be given to the shareholders of the company.</p> <p>2. The notice must be given to the shareholders of the company.</p> <p>3. The notice must be given to the shareholders of the company.</p> <p>4. The notice must be given to the shareholders of the company.</p> <p>5. The notice must be given to the shareholders of the company.</p> <p>6. The notice must be given to the shareholders of the company.</p> <p>7. The notice must be given to the shareholders of the company.</p> <p>8. The notice must be given to the shareholders of the company.</p> <p>9. The notice must be given to the shareholders of the company.</p> <p>10. The notice must be given to the shareholders of the company.</p> | <p>1. The notice must be given to the shareholders of the company.</p> <p>2. The notice must be given to the shareholders of the company.</p> <p>3. The notice must be given to the shareholders of the company.</p> <p>4. The notice must be given to the shareholders of the company.</p> <p>5. The notice must be given to the shareholders of the company.</p> <p>6. The notice must be given to the shareholders of the company.</p> <p>7. The notice must be given to the shareholders of the company.</p> <p>8. The notice must be given to the shareholders of the company.</p> <p>9. The notice must be given to the shareholders of the company.</p> <p>10. The notice must be given to the shareholders of the company.</p> |

3. Notice period in accordance with CTA II, article 44 _____

Last day for service of notice of termination to become effective on _____

is

4. Is the termination of employment during probation period in accordance with CTA II, article 43?

5. Is the termination protection law (KSchG) applicable?

6. Is the tariff agreement for protection from termination applicable?

7. Special status to be considered is _____.

Severely handicapped (USAREUR Reg 690-67, app A, para 6).

Mother protection (USAREUR Reg 690-67, app B, para 12).

Service with German Armed Forces.

Member of works council.

Alternate member having temporarily performed functions as works council member (USAREUR Reg 690-61, art 47, anx B, para 9).

Member of works council election committee.

Candidate for committee elections.

Youth representative.

Contractual impediments (e.g, employment contract for a fixed period, exemption from termination).

8. **Reasons for Termination.** (Description of events leading to separation action and names, addresses, and telephone numbers of witnesses should be provided on a separate sheet to be attached to the information outlined in this guide.)

Personal reasons (e.g., sickness, expiration of work permit).

Personal misconduct.

Operational requirements.

Important reason justifying extraordinary notice.

APP H (cont)

9. Works Council Participation.

- a. Complete information forwarded on _____.
- b. Expiration of period to comment on _____.
- c. Date personnel action was discussed with management _____.
- d. Date statement by works council was received _____.

Concurrence given.

Concurrence denied.

Other objections _____.

Request for additional information.

Date received _____.

No statement.

- e. Matter referred to District or Head Works Council.

10. Request for approval by works council in accordance with Federal Personnel Representation Law (BPersVG), section 47.

- a. Request forwarded on _____.
- b. Concurrence given/denied on _____.
- c. Request to court to grant approval in lieu of works council filed with the labor court _____
_____.

11. Request for approval by German authorities (Main Welfare Office).

(Hauptfuersorgestelle).

Trade Inspection Board (Gewerbeaufsichtamt)

- a. Request forwarded on _____.
- b. Expiration of 10-day period in accordance with SchwBG, section 18(3), on
_____.
- c. Request approved/denied on _____.
- d. No statement.
- e. Decision appealed _____.

12. Service of notice of termination

- a. Communicated orally by _____.

APP H (cont)

Witnesses: _____.

Confirmed in writing on _____.

b. Written notice served by

In person by _____, on _____.

Courier on _____.

Regular mail on _____.

Certified mail on _____.

Certified mail/return receipt requested on _____.

13. Continuation of employment during pending labor court proceedings

yes

no

14. Copy of the AE Form 24-50-1 sent to Defense Costs Office (~~Amt fuer Verteidigungskosten~~) on

15. US Government equipment returned by employee

yes

no

a. Tools

b. Installation pass

c. Work documents

16. Claims of US Government

yes

no

a. Claims for damages

yes

no

b. Refund of advance payments

yes

no

17. Residual claims of employee

yes

no

a. Residual annual leave.

Remaining annual leave will be taken during notice period.

Compensation has to be paid for balance of annual leave.

No compensation will be paid for leave balance (only in extraordinary cases).

b. Residual pay

c. Working papers

d. Certificate

simple

qualified

APPENDIX I--SELECTION OF LEGAL COUNSEL AND DEFENSE PRINCIPLES

In the exchange of letters between the US Embassy and the German Federal Government confirming the administrative agreement (app A), the parties agreed to observe the following principles:

1. If in litigations the Federal Republic is to be represented by legal counsel, the selection of counsel is the responsibility of the German authority. In particular cases, the appropriate authority of the Force may recommend the employment of a certain attorney whom it considers to be particularly qualified in the individual case because of his specific knowledge. The German authority will take such a recommendation into consideration. If the German authority has objections to employing the recommended attorney, it will inform the authority of the Force of its objections. In the event that differences of opinion in this respect remain between the German authority and the authority of the Force, paragraph 2 of the Administrative Agreement shall apply unless special arrangements (e.g., in the field of construction matters) already provide for cooperation between the appropriate highest German Federal authority and the appropriate authority of the Force in litigations.
2. If the authority of the Force desires that specific procedural steps be taken either in support or in defense of a suit, the German authority will take such request into consideration. If the German authority has objections to taking the measures suggested by the authority of the Force, it will notify the authority of the Force of these objections. In the event that differences of opinion remain between the German authority and the authority of the Force, paragraph 2 of the Administrative Agreement also shall apply in this case unless special arrangements (e.g., in the field of construction matters) already provide for cooperation between the appropriate highest Federal German authority and the appropriate authority of the Force in litigations.
3. If the United States suffers damages attributable to fault by the attorney employed by the German authority, the Federal Republic shall take all measures in the interest of the United States that are necessary in order to obtain compensation for the damage incurred. The amounts paid will be credited to the US Forces.